UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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IN RE "A MILLION LITTLE PIECES LITIGATION") 06 MD 1771 (RJH)

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REPLY DECLARATION OF JAMES P. BONNER IN FURTHER SUPPORT OF PLAINTIFF SARA RUBENSTEIN'S MOTION FOR THE APPOINTMENT OF INTERIM COUNSEL

I, JAMES P. BONNER, hereby declare as follows:

1. I am a member of the Bar of this Court and of the law firm of Shalov Stone & Bonner LLP, co-counsel for Plaintiff Sara Rubenstein in this matter. I make this reply declaration in further support of Ms. Rubenstein's motion for the appointment of my firm and Kalcheim Salah as interim counsel for the putative class in this action (the "Class"). I have personal knowledge of the facts set forth herein.

2. Before we received the "A Million Little Pieces Group's" (the "MLP Group") papers opposing Plaintiff Rubenstein's motion for the appointment of interim counsel, Mitch Kalcheim of Kalcheim Salah again requested from the MLP Group's counsel a copy of the "memorandum of understanding" reflecting the terms of the proposed settlement reached by the MLP Group and the Defendants. Shortly after Mr. Kalcheim made that request, Thomas Mullaney forwarded to Mr. Kalcheim and me a "PDF" copy of a fax that he supposedly sent to my firm on September 21, 2006, as well as a confirmation attached to that fax.

3. Upon receipt of that email, I pointed out to Mr. Mullaney that the confirmation reflected that only a single page (*i.e.*, the cover page) of the fax had been transmitted. I also

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informed Mr. Mullaney that I had not received the fax. My office has no record of having received the fax, which I saw for the first time when Mr. Mullaney emailed the document to my office on October 4, 2006.

4. In any event, the important point that arises from my communications with the MLP Group's counsel is that they have continually refused to provide the memorandum of understanding to my firm or Kalcheim Salah.

5. Shortly after Plaintiff Rubenstein commenced her action in California state court (the case was removed to the Central District of California by Random House), Mr. Kalcheim and I participated in a conference call with lawyers from Napoli Bern LLP, Meyers & Co. PLLC and Dale & Pakenas. Those three firms are listed as co-counsel for the MLP Group in various filings that have been made with the Court.

6. During that call, the Dale & Pakenas firm stated that it had engaged in brief preliminary discussions with Random House's counsel regarding the possibility of resolving the class actions then pending against Random House related to *A Million Little Pieces*.

7. As a result, all of the participants on the call decided that the Napoli Bern firm should write an initial draft of a proposed letter to Random House's counsel regarding the possibility of pursuing settlement negotiations.

8. Because the draft letter prepared by the Napoli Bern firm did not propose any substantive settlement terms, Mr. Kalcheim and I re-wrote the letter, and Mr. Kalcheim submitted the revised draft to all of the participants in the conference call. A redline of the revised version against the original demonstrates that little of the Napoli Bern version of the letter survived the editorial process. In his email forwarding the revised draft to the participants

in the conference call, Mr. Kalcheim noted that the revised letter was the joint work product of his firm and my firm.

9. The Napoli Bern firm then sent the letter drafted by Mr. Kalcheim and me to counsel for Random House. The letter reflected the fact that my firm was co-counsel for Plaintiff Rubenstein. A true and correct copy of that February 10, 2006 letter is attached hereto as Exhibit A.

10. Napoli Bern also wrote Random House's counsel on April 19, 2006 to solicit a response to the February 10, 2006 letter. That letter was also copied to me. A true and correct copy of that letter is attached hereto as Exhibit B.

11. The three firms that are counsel for the MLP Group that signed or were listed as counsel on Exhibit A never informed my firm or Kalcheim Salah that those firms had received any response from Random House or were engaged in settlement negotiations with Random House.

I hereby declare under the penalty of perjury that the foregoing is true to the best of my knowledge, information and belief this 12th day of October 2006.

/s/ James P. Bonner
James P. Bonner (JB-0629)